DEEDS—REFORMATION OF VOLUNTARY INSTRUMENT—GRANTOR DECEASED.—A grantor conveyed a plantation to her two sons by two voluntary conveyances. The first deed purported to convey four hundred acres to the younger son, and the second deed conveyed to the elder son all the remaining part of the plantation. After the death of the grantor, it was found that the first deed, instead of conveying four hundred acres as was intended, conveyed only three hundred seventeen acres. Upon a petition brought by the younger son, the equity court decreed reformation of the deed. *Spencer* v. *Spencer* (Miss. 1917) 75 So. 770.

The jurisdiction of a chancery court to reform deeds, where by mistake they fail to carry out the intention of the parties, is well recognized. Here, as in all cases, the general rule, subject to some exceptions, is that equity will not aid a volunteer. This rule is strictly applied where reformation is sought against the voluntary grantor. *Lister* v. *Hodgson* (1867) L. R. 4 Eq. 30. On principle, the situation is quite different where the grantor himself seeks the reformation, and in such cases the courts generally grant the relief. *Lackersteen* v. *Lackersteen* (1861) 30 L. J. Eq. 5; *Mitchell* v. *Mitchell* (1869) 40 Ga. 11; *Crockett* v. *Crockett* (1884) 73 Ga. 647. More difficulty arises where the case comes up after the death of the grantor. Some jurisdictions lay down the principle that reformation will not be decreed save with the consent of all the parties, *Tuthill* v. *Katz* (1913) 174 Mich. 217, 140 N. W. 519; other jurisdictions take a broader view and decree reformation, even without the consent of the parties, where the facts show clear equities in favor of the complainant. *M'Mechan* v. *Warburton* [1896] Ir. L. R. 1 Ch. 435; see *Lister* v. *Hodgson, supra.* Thus where reformation tends toward a more just distribution of property, *M'Mechan* v. *Warburton, supra*; *Stedwell* v. *Anderson* (1851) 21 Conn. 139, the relief is granted, while if it tends toward a more unjust distribution, *Enos* v. *Stewart* (1902) 138 Cal. 112, 70 Pac. 1005; *Willey* v. *Hodge* (1899) 104 Wis. 81, 80 N. W. 75; *Triesback* v. *Tyler* (1911) 62 Fla. 580, 56 So. 947, the court refuses to act. A clearer case is presented where the grantor has intended to and by a voluntary conveyance *inter vivos* has parted with his entire interest. Such is the instant case, where the rights of heirs and personal representatives of the grantor are eliminated. Some courts in such a case resort to a fiction of a family settlement, see *Miles* v. *Miles* (1904) 84 Miss. 624, 37 So. 112; *Cummings* v. *Freer* (1872) 26 Mich. 128, treating the situation as though the parties had held the land in common and then partitioned it, each conveyance serving as consideration for every other conveyance; other courts, adopting the same equitable doctrine that is adopted in the cases above, consider the case from the standpoint of a balance of equities and decree reformation where they find that a party holds property which in justice and good conscience should belong to another. *Wyche* v. *Greene* (1854) 16 Ga. 49; *Adair* v. *McDonald* (1871) 42 Ga. 506. In the principal case, the defendant had acted in a most unconscientious manner in relation to the conveyances, there were strong equities in favor of the complainant, and the court very justly in the exercise of its discretion ordered a reformation of the deed.

EJECTMENT—POSSIBILITY OF REVERTER AFTER A DETERMINABLE FEE—ALIENATION.—A grantor conveyed land with the provision that it should revert whenever the grantee ceased to use it for certain specified purposes. Afterwards he conveyed his remaining interest

to a second grantee unconditionally. After the grantor's death the first grantee ceased to use the land for the specified purposes. *Held,* the second grantee, and not the grantor's heirs, was entitled to the land. *Irby* v. *Smith* (Ga. 1917) 93 S. E. 877.

Determinable fees simple have clearly been recognized by the courts of this country, 1 Tiffany, Real Property, § 81, and under the conveyance in the principal case the first grantee takes a determinable fee simple, leaving a possibility of reverter in the grantor. *First Universalist Society* v. *Boland* (1892) 155 Mass. 171, 29 N. E. 524; *North* v. *Graham* (1908) 235 Ill. 178, 85 N. E. 267. It has often been said that a possibility of reverter after a determinable fee cannot be assigned, as it is not an interest in land but a mere possibility of receiving back an interest that has been granted to another. 1 Tiffany, *op. cit.,* § 81; *North* v. *Graham supra*; *Pond* v. *Douglass* (1909) 106 Me. 85, 75 Atl. 320; see *Vaughan* v. *Langford* (1908) 81 S. C. 282, 62 S. E. 316. There are, however, decisions holding that this possibility of reverter may be assigned. *Slegel* v. *Lauer* (1892) 148 Pa. 236, 23 Atl. 996; *Green's Adm'r* v. *Irvine* (Ky. 1902) 66 S. W. 278. The tendency of the courts would seem to be to allow a greater freedom of alienation, Tiedeman, Real Property (3rd ed.) § 307, so, although contingent remainders could not be assigned at common law, *Mudge* v. *Hammill* (1899) 21 R. I. 283, 43 Atl. 544, a number of courts, under statutes providing for the transfer of any interest in land, hold them alienable when the person who will take upon the happening of the contingency is ascertained. *Morse* v. *Proper* (1888) 82 Ga. 13, 8 S. E. 625; *McDonald* v. *Bayard Savings Bank* (1904) 123 Iowa 413, 98 N. W. 1025; *Godman* v. *Simmons* (1892) 113 Mo. 122, 20 S. W. 972. The principal case, in holding the possibility of reverter after a determinable fee assignable, is in keeping with this tendency. If the conveyance to the second grantee had been with covenants of title and for a valuable consideration, the case could also be supported upon the ground that he acquired an equitable right to have the land conveyed to him by the grantor's heirs when it reverted to them. *Goodson* v. *Beacham* (1858) 24 Ga. 150.

ELECTIONS—ERRORS IN PRINTING THE NAME OF A CANDIDATE ON THE BALLOT.—Election officials, through a mistake, printed the name of one, Johnson, for that of the contestant, as the regular Democratic nominee on the ballots of a certain district. The votes cast for Johnson were sufficient to determine the election. *Held,* three judges dissenting, that the votes cast for Johnson were intended to be cast for the contestant, the regular Democratic nominee, and, therefore, are to be counted for him. *Bradley* v. *Cox* (Mo. 1917) 197 S. W. 88.

It is a primary rule of election law that whenever possible, the voter's rights will be saved, *People ex rel. Hirsh* v. *Wood* (1895) 148 N. Y. 142, 42 N. E. 536; *Powers* v. *Smith* (1892) 11 Mo. 45, 20 S. W. 101, and unless a statute expressly stipulates that no ballots shall be counted for failure to comply with its provisions, it will be held to be directory rather than mandatory, where the irregularity in the ballots is attacked after the election. *Town of Grove* v. *Haskell* (1909) 24 Okla. 707, 104 Pac. 56. Furthermore, if the error in the ballots is caused by the fault of officials in preparing them, the court will effectuate the intention of the voter, if it can be clearly ascertained. It has, therefore, been established that slight errors in the printing of the ballot will not invalidate them. *North* v. *McMahan* (1910) 26